

No. 12644

**FINLAND
and
GERMAN DEMOCRATIC REPUBLIC**

**Agreement for scheduled air services (with annex). Signed at
Berlin on 30 January 1973**

Authentic text : English.

Registered by Finland on 25 June 1973.

**FINLANDE
et
RÉPUBLIQUE DÉMOCRATIQUE ALLEMANDE**

**Accord relatif aux services aériens réguliers (avec annexe).
Signé à Berlin le 30 janvier 1973**

Texte authentique : anglais.

Enregistré par la Finlande le 25 juin 1973.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE GERMAN DEMOCRATIC REPUBLIC FOR SCHEDULED AIR SERVICES

The Government of the Republic of Finland and the Government of the German Democratic Republic

desiring to promote and to develop their mutual relations in the field of civil aviation

have agreed as follows :

Article 1. 1) For the purpose of the present Agreement unless the context otherwise requires :

a) The term “aeronautical authorities” means, in the case of the Republic of Finland, the National Board of Aviation and any person or body authorised to perform any functions at present exercised by the said Board or similar functions; and, in the case of the German Democratic Republic, the General Administration of Civil Aviation in the Ministry of Transport and any person or body authorised to perform any functions at present exercised by the said General Administration or similar functions;

b) The term “designated airline” means an airline which has been designated and authorised in accordance with article 3 of the present Agreement;

c) The term “territory” in relation to a State means the land areas and territorial waters under the sovereignty of that State, as well as the airspace above that territory;

d) The term “agreed services” means the scheduled international air services operated by the designated airlines of Contracting Parties on the routes specified in the annex to the present Agreement.

2) The annex to this Agreement shall be deemed to be an integral part of the Agreement and all reference to the Agreement shall include reference to the annex except if expressly otherwise provided.

Article 2. 1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing the agreed air services on the routes specified in the annex to the present Agreement.

The airline designated by each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights :

a) to make stops in the territory of the other Contracting Party for non-traffic purposes;

b) to make stops in the said territory for the purpose of putting down and taking up international traffic in passengers, cargo and mail, coming from or destined for the territory of the first Contracting Party; and

¹ Came into force on 22 March 1973, the date of an exchange of notes confirming that the constitutional requirements of the Contracting Parties to this effect had been complied with, in accordance with article 20.

c) to make stops in the said territory for the purpose of putting down and taking up international traffic in passengers, cargo and mail, coming from, or destined for the points outside the territories of the Contracting Parties specified in the annex to this Agreement.

2) Furthermore, the airline designated by each Contracting Party shall enjoy, while operating international scheduled services, the right to fly without landing to and from other States across the territory of the other Contracting Party as well as to make stops in that territory for non-traffic purposes.

3) Nothing in paragraphs 1 and 2 of this article shall be deemed to confer the airline designated by one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3. 1) Each Contracting Party shall have the right to designate, in writing, to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

2) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, without delay grant to the designated airline the appropriate operating authorizations.

3) Each Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities, in conformity with principles such as those laid down in the Convention on International Civil Aviation (done at Chicago, December 7, 1944).¹

4) Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of article 13 of the present Agreement is in force in respect of that service.

Article 4. 1) Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party, or

¹ United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209, and vol. 740, p. 21.

- b) in case of failure by that airline to comply with the laws and regulations of the other Contracting Party governing in particular entry into, departure from or flights over as well as the operation of aircraft used in international air services within the territory of that other Contracting Party, or
- c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party. In such a case the consultation shall begin within a period of twenty (20) days of the date of request made by either Contracting Party for the consultation.

Article 5. 1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2) The capacity offered by the designated airlines on the specified routes shall be agreed upon by the aeronautical authorities of the Contracting Parties in taking into account their mutual interests.

Article 6. The timetables of the agreed services as well as the types of aircraft with the seat and cargo capacity of each type to be used in the operation of those services shall be submitted by the designated airlines for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days before the operation of the said service is started.

Article 7. All aircrafts of the designated airline of one Contracting Party, during the flights over the territory of the other Contracting Party, shall have their nationality and registration marks established for international flights.

Article 8. 1) The designated airlines, their aircrafts and crews shall, in the territory of the other State, comply with the laws and regulations relating to air transport as well as with the general laws and regulations in force in that territory.

2) The laws, rules and regulations of one Contracting Party, especially those relating to :

- a) entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory shall apply to the aircraft of the designated airline of the other Contracting Party;
- b) entry into or departure from its territory of passengers, crew, luggage and cargo and mail of aircraft (such as regulations relating to export, import, passports, customs, quarantine and exchange regulations) shall be applicable to the passengers, crew, luggage, cargo and mail of the aircraft of the designated airline of the other Contracting Party.

3) The Contracting Parties undertake to carry out all those sanitary and preventive actions on arrival and departure of the aircraft which are compulsory under the international rules on the prevention of the spreading of contagious diseases.

Article 9. Each Contracting Party guarantees to the designated airline of the other Contracting Party the use of all services and installations available for the safety and regularity of civil aviation including radio communications and radionavigational aids, fire and crash equipment, ground facilities and meteorological service.

Article 10. The fees and other charges levied upon the designated airline of one Contracting Party for the use of airports, technical equipment and other facilities of the Contracting Parties shall not be higher than the fees and other charges levied for the use of similar facilities and services upon an airline of a third party operating in international traffic.

Article 11. 1) Aircrafts operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2) There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed :

- a) aircraft stores taken on board in the territory of a Contracting Party and for use on board outbound aircraft engaged in an international service of the other Contracting Party;
- b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;
- c) fuel and lubricants destined to supply outbound aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;
- d) advertising material concerning the activities of the designated airlines within the limits fixed by the laws and regulations of the Contracting Party concerned.

Materials referred to in sub-paragraphs *a)*, *b)* and *c)* above may be required to be kept under Customs supervision or control.

Article 12. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are reexported or otherwise disposed of in accordance with the Customs regulations.

Article 13. 1) The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, and the international tariff of other airlines.

2) The tariffs referred to in paragraph 1 of this article shall, if possible, be agreed by the designated airlines of both Contracting Parties.

3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least ninety (90) days before proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

4) This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 3 of this article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 3, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

5) If a tariff cannot be agreed in accordance with paragraph 2 of this article, or if, during the period applicable in accordance with paragraph 4 of this article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 2, the aeronautical authorities of the two Contracting Parties shall endeavour to determine the tariff by mutual agreement.

6) A tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it otherwise would have expired.

Article 14. All payments arising from the implementation of the present Agreement shall be settled according to the Payments Agreement being in force between the Republic of Finland and the German Democratic Republic.

Article 15. 1) The designated airlines shall have the right to maintain in the territory of the other Contracting Party a representation comprising technical and commercial personnel required for the operation of the agreed services.

2) The personnel of such a representation shall consist of nationals of the one or of the other or of both of the Contracting Parties.

Article 16. 1) Each Contracting Party shall give to the aircraft of the other Contracting Party, if in distress over its territory, the assistance which it would render to its own aircraft.

2) In the event of an accident to an aircraft involving death, serious injury or indicating serious technical defect in the aircraft or air navigation facilities, the Contracting Party in the territory of which the accident occurs will institute an inquiry into the circumstances and causes of the accident. The State in which such aircraft is registered shall be given the opportunity to send observers to be present at the inquiry. The Contracting Party holding the inquiry shall communicate the report and findings in the matter to the aeronautical authorities of the other Contracting Party.

Article 17. 1) In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other, when necessary, with a view to ensure the implementation of and satisfactory compliance with the provisions of the present Agreement.

2) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between their aeronautical

authorities. If the said authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.

Article 18. 1) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement it may request consultation with the other Contracting Party. Such consultation shall begin within a period of sixty (60) days from the date of the presentation of the request by either Contracting Party. Modifications so agreed upon shall come into force when they have been confirmed by an exchange of diplomatic notes.

2) Modifications to the annex of this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties and shall come into force upon notification through diplomatic channels.

Article 19. Either Contracting Party may at any time, through diplomatic channels, give notice to the other Contracting Party of its decision to terminate the present Agreement. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

Article 20. The present Agreement shall enter into force after an exchange of notes confirming that the constitutional requirements of the Contracting Parties for the entering into force of this Agreement have been complied with.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at Berlin 30th of January 1973 in duplicate, in the English language.

For the Government of the Republic of Finland :
PEKKA TARJANNE

For the Government of the German Democratic Republic :
OTTO ARNDT

ANNEX

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE GERMAN DEMOCRATIC REPUBLIC FOR SCHEDULED AIR SERVICES

PART I

The airline designated by the Aeronautical Authorities of Finland may operate scheduled air services on the following routes :

Finland – Berlin/Schönefeld – and beyond to not more than two of the following points: Prague, one point in Yugoslavia except Beograd and Zagreb, Athens, Istantbul, in both directions.

While operating these services, it shall have the right to omit one or more point or points beyond Berlin out of the operated routes on any or all flights.

PART II

The airline designated by the Aeronautical Authorities of the German Democratic Republic may operate scheduled air services on the following routes in both directions :

The German Democratic Republic — one intermediate point in Denmark or Sweden — Helsinki — one or more points beyond Finland.

While operating these services it shall have the right to omit the intermediate point or points beyond Helsinki out of the operated routes on any or all flights.
